

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2020-139-T - ORDER NO. 2020-494

AUGUST 4, 2020

IN RE: Application of FCF moving & Storage LLC)	ORDER GRANTING
d/b/a Good Greek Moving & Storage for a)	CLASS E HOUSEHOLD
Class E (Household Goods) Certificate of)	GOODS CERTIFICATE
Public Convenience and Necessity for)	WITH STATEWIDE
Operation of a Motor Vehicle Carrier)	AUTHORITY

This matter comes before the Public Service Commission of South Carolina ("Commission") on the Application of FCF moving & Storage LLC d/b/a Good Greek Moving & Storage ("Applicant" or "Good Greek") for a Class E (Household Goods) Certificate of Public Convenience and Necessity ("CPC&N"). Applicant seeks a CPC&N with authority to move household goods throughout the state. Notice of this Application was timely published pursuant to S.C. Code Ann. Reg. 103-132 on June 6, 2020. No third parties intervened, and a hearing on the Application was held on July 15, 2020.

The parties at the hearing were the Applicant, represented by Charles L.A. Terreni, Esquire, and the Office of Regulatory Staff ("ORS"), represented by C. Lessie Hammonds, Esquire. The ORS informed the Commission it did not oppose Good Greek's Application.

Good Greek called its President, Frank Fatigati, as a witness. Mr. Fatigati is the sole member and organizer of FCF moving & Storage, LLC. He has been employed in the moving business for over thirty years.

Mr. Fatigati believes South Carolina's rapid population growth will provide an opportunity for his household goods moving business. Mr. Fatigati plans to reach customers by advertising on television, in newspapers, social media outlets, and by word of mouth. Applicant is exempt from having a safety rating from the U.S. Department of Transportation.

Mr. Fatigati also testified that there are no complaints or judgments against him or Good Greek; he has adequate equipment and facilities to provide moving services and has adequate financial resources. Good Greek has obtained appropriate insurance, as evidenced by the certificates introduced at the hearing. Applicant certified that it is familiar with and will comply with all applicable statutes and regulations. Mr. Fatigati testified Good Greek has purchased three trucks and will initially have about 15 employees. Mr. Fatigati plans to grow the business gradually over the next five years, adding trucks and employees.

Applicant will use the tariff and bill of lading filed in this Docket. Mr. Fatigati explained Good Greek will initially use a paper bill of lading but will soon transition to an electronic system which will furnish a copy to the company's customers by email. Also, Mr. Fatigati said Good Greek will furnish a written copy of the bill of lading upon request.

On June 22, 2020, Applicant moved to present shipper witness testimony by affidavit. The Commission granted this request by Order No. 2020-67-H. Applicant offered the verified testimony of shipper witnesses Michael Gisman and William Girardi. Messrs. Gisman and Girardi, realtors with two and three years of experience in South Carolina respectively, testified South Carolina's housing market is strong. They are

frequently asked to recommend movers of household goods, and it can be difficult to find qualified movers who are hardworking and ethical. Messrs. Gisman and Girardi each stated the public interest would be served by granting a CPC&N to Good Greek.

ORS did not prefile testimony but submitted a letter to the Commission on July 15, 2020, stating that ORS "is of the opinion that the Applicant will meet the requirements of fit, willing, and able as required of a household goods mover under the provisions of S.C. Code Ann. Regs. 103-133 (2012)."

The Commission finds Good Greek has demonstrated that it is fit, willing, and able to operate as a household goods mover under S.C. Code Ann. § 58-23-330 and S.C. Code Ann. Regs. 103-133. We also find that the public convenience and necessity is not already being served by existing authorized services. Therefore, Good Greek's Application for statewide authority should be granted.

IT IS THEREFORE ORDERED:

1. The Application of FCF moving & Storage LLC d/b/a Good Greek Moving & Storage for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods to points and places throughout the state.

2. The final Tariff and Bill of Lading are approved and attached hereto as Order Exhibit 1.

3. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. § 58-23-10 et. seq., as amended, and by S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, and S.C. Code Ann. Regs. 38-

400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with S. C. Code Section 58-23-10 et seq., and the applicable regulations for Motor Carriers, a Certificate will be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

5. The motor carrier's services authorized by this Order will not be provided prior to compliance with the above-referenced requirements and receipt of a Certificate.

6. Failure of the Applicant to either 1) complete the certification process by complying with the Office of Regulatory Staff requirements within ninety (90) days of this Order, or 2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application will be dismissed without prejudice. No further order of this Commission is necessary.

7. Under the two-month reporting requirement continued in Order No. 2014-443 (May 21, 2013), the ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the present Order. If such notification is provided, the docket will be closed.

8. This Order will remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:

Comer H Randall

Comer H. "Randy" Randall, Acting Chairman

(SEAL)



FCF Moving & Storage, LLC dba Good Greek M&S
JOINT AND LOCAL RATES
APPLYING ON HOUSEHOLD GOODS TRAFFIC
HAVING ORIGIN, DESTINATION AND ENTIRE
TRANSPORTATION WITHIN THE STATE OF SOUTH
CAROLINA

HOUSEHOLD GOODS TARIFF

EFFECTIVE DATE: _____, 2020

ISSUED BY:
FCF Moving & Storage, LLC dba Good Greek Moving &
Storage

1. Packing/Moving/Labor Rates:

A. October 1st through April 14th (Off Peak)

Category	Rate per Hour
Van (to include any size 14'-26')	\$45.00
Driver	\$40.00
Helper	\$30.00
Supervisor	\$75.00

B. April 15th through September 30 (Peak)

Category	Rate per hour
Van (to include any size vehicle between 14'-26')	\$50.00
Driver	\$40.00
Helper (each additional man)	\$30.00
Supervisor	\$75.00

Additional Terms:

1. One-hour minimum travel time will apply.
2. A two-hour minimum charge plus travel time will apply except as provided in # 3.
3. A three-hour minimum charge plus travel time will apply from May 15th to September 30th.
4. Round trip travel time will be charged for any move travelling more than 50 miles one way from the office in Simpsonville. Round trip travel time is calculated by multiplying the applicable hourly rate times the actual mileage traveled divided by 50. (e.g. 150 miles traveled/ 50 3 x \$115.00 (off peak weekday van + 2 men) round trip travel charge of \$345.00).
5. Wait time not caused by the carrier will be charged at the applicable hourly rate.
6. A charge of \$75.00 will be applied for each additional stop other than the final destination.
7. Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:

- (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
 - (b) Where the time involved is more than 15 minutes but less than 30 minutes, the charge shall be for one half hour.
 - (c) Where the time involved is more than 30 minutes but less than 45 minutes, the charge shall be for three quarters of an hour.
 - (d) Where the time involved is more than 45 minutes, the charge shall be for one hour.
- 8. The carrier will not charge for overtime.
 - 9. Overnight truck storage fee is \$200, per truck, per day.
 - 10. A fuel surcharge of 8% of the total charges (labor travel and materials) will be added to each bill.
 - 11. Bulky Items. The following additional charges will apply per item listed below.

Motorcycles	\$80.00
Piano / Pipe organ 100 pounds or more	\$75.00
Grand Piano	\$75.00
Safe	\$75.00
Hot Tub	\$150.00
Riding Mower	\$75.00
Canoe / Small Boat	\$75.00

2. Packing Containers (Material Prices)

<p>PACKING AND UNPACKING Rates include packing, the use of packing containers and materials from origin to destination and unpacking. Rates do not include unpacking when:</p> <ul style="list-style-type: none"> 1) Shipper elects not to have unpacking performed and elects to retain the containers and specifically direct carrier or its agent no to perform unpacking. 2) Shipper elects not to have unpacking performed at time of delivery and 	
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specifically so directs carrier its agent. 3) Shipment is delivered to warehouse is for (except where delivery to warehouse is for STORAGE-IN-TRANSIT periods as provided in applicable rules.)		
BARRELS: Barrel, drum, or specially designed fiber container (for use in lieu of barrel or drum) not less than 5 cu. ft. capacity. Does not include packing paper, (box only).	EACH	\$ 15.00
CARTONS:		
1 ½ CU. FT. (NOT LESS THAN 200 LB TEST)	EACH	\$ 3.50
3 CU. FT. (NOT LESS THAN 200 LB TEST)	EACH	\$4.50
4 ½ CU. FT. (NOT LESS THAN 200 LB TEST)	EACH	\$5.50
Tape (roll)	EACH	\$4.50
Shrink-wrap (roll)	EACH	\$27.00
WARDROBE CARTON (not less than 10 cu. ft.)	EACH	\$15.00
CRIB MATTRESS	EACH	\$ 10.00
SINGLE MATTRESS (not exceeding 39" X 75")	EACH	\$ 14.50
DOUBLE MATTRESS (not exceeding 54" X 75")	EACH	\$ 16.50
BAG -KING/QUEEN MATTRESS (not exceeding 54" X 75")	EACH	\$ 10.00
KING SINGLE (39" X 80")	EACH	\$ 17.75
CORRUGATED MIRROR CARTONS: (Specially designed or constructed for mirrors, paintings, glass, or	EACH	\$ 15.00

marble tops and similar fragile articles)		
CORRUGATED GRANDFATHER CLOCK CARTON	EACH	\$ 31.75
CORRUGATED CARTONS: (Double or Tri-Wall thick cartons)		
4.0 cu. ft. or less	EACH	\$ 24.00
OVER 4.0 cu. ft. but less than 7 cu. ft.	EACH	\$ 31.75
OVER 7.0 cu. ft. but less than 14 cu. ft.	EACH	\$ 38.00
NEWSPRINT (25 Lb)	EACH	\$35.00

3. Computing Charges.

- A. FCF Moving & Storage rates and charges are computed by multiplying the applicable hourly rate by the time plus additional charges for packing containers, storage, fuel and bulky items less and applicable discounts or charges waived by the carrier with pre-approval from the Public Service Commission.
- B. FCF Moving & Storage reserves the right to offer and run special promotions from time to time. Any such promotions will be submitted to the Public Service Commission for approval, filed with Office of Regulatory Staff, and attached to the Bill of Lading.

4. Payment

Carrier requires payment in cash, a valid credit or debit card or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier prior to the start of the move.

5. Rules and Regulations

A. Claims

1. All claims for loss, damage, or overcharge must be in writing and attached to the Bill of Lading.

2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. FCF Moving & Storage must be given a reasonable opportunity to inspect the damaged items.
3. Customer(shipper) is required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article unless specifically excepted.
4. Full (Replacement) Value Protection. Full replacement coverage may be obtained from third-party providers.

B. Governing Authorities

1. FCF Moving & Storage rates and charges are governed by the rules and regulations of the Public Service Commission of South Carolina.
2. FCF Moving & Storage does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters, or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals, or articles manufactured there from. FCF Moving & Storage will not accept responsibility for safe delivery of such articles if they come into FCF Moving & Storage's possession with or without FCF Moving & Storage's knowledge.

C. Bill of Lading, Contract Terms and Conditions

1. Each customer will be provided with a copy of FCF Moving & Storage's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto as Addendum A, are hereby incorporated by reference as if they were repeated verbatim here.

2. Each customer will be provided with a copy of FCF Moving & Storage's Notice of Limitation of Liability for items constructed of pressboard, particle board, and engineered wood furniture. A copy of this Notice is attached hereto as Addendum B and its terms are incorporated by reference as if they were repeated verbatim here.
3. Each customer will be provided with a copy of FCF Moving & Storage's Customer Checklist. A copy of this Checklist is attached hereto as Addendum C and its terms are incorporated by reference as if they were repeated verbatim here.

D. Delays

FCF Moving & Storage is not liable for any delays in transporting household goods resulting from an act of God.

GOOD GREEK MOVING & STORAGE

3303 N Industrial Drive
Simpsonville SC 29681

864.641.1444



BILL OF LADING CONTRACT FOR SERVICES

ADDENDUM A

Local | Long Distance | Commercial | Residential

GOOD GREEK MOVING & STORAGE is Registered with the state of South Carolina as a Mover.

ORIGIN

DESTINATION

NAME Frank Fatigati

ADDRESS _____

CITY, ST, ZIP Simpsonville SC 29681

PHONE _____

NAME Frank Fatigati

ADDRESS _____

CITY, ST, ZIP Simpsonville SC 29681

PHONE _____

CID # 81332

PACKING DATE

6/1/2020

PICKUP DATE(S)

6/1/2020

DELIVERY DATE

ESTIMATE DATE

6/6/2020

VAN NO./DRIVER

EXTRA STOP _____

ADDRESS None

CITY, ST, ZIP _____

ATTENTION _____

TIME BASIS AND SERVICES

MOVING RATE: 1 VANS 2 MEN@ \$ 120 PER HOUR

TIME RECORD (WORKING TIME)

TOTAL WORKING HOURS

START _____ AM _____ PM _____ SHIPPER'S INITIALS

FINISH _____ AM _____ PM _____ SHIPPER'S INITIALS

TIME OFF _____

MOVING _____ HOURS@ \$ 120 PER HOUR

OVERTIME _____ HOURS@ \$ 180 PER HOUR

TRAVEL TIME _____ HOURS@ \$ 120 PER HOUR

TIME BASIS AND SERVICES

RATE CHARGES

TRANSPORTATION EST. WEIGHT _____

STORAGE

FROM: _____ TO: _____

STORAGE RATE _____

HANDLING INTO WAREHOUSE _____

HANDLING OUT OF WAREHOUSE _____

DIRECT SERVICE (Guaranteed Delivery Date) _____

FLEXIBLE SERVICE (Flexible Delivery Date) _____

EXTRA PICK UP OR DELIVERY _____

HOURLY RATE _____ \$ 120

FUEL _____ %

PACKING/PACKING MATERIAL _____

OTHER _____

DEPOSIT _____

TOTAL ESTIMATED COST OF SERVICE: \$

BALANCE DUE \$0

CUSTOMER'S DECLARATION OF VALUE

THIS IS A TARIFF LEVEL OF CARRIER LIABILITY - IT IS NOT INSURANCE

You must select, in your own handwriting, one of the following two options for your shipment. The option you select establishes your mover's maximum liability for your goods, subject to the rules contained in your mover's tariff.

OPTION 1: FULL (REPLACEMENT) VALUE PROTECTION: If any article is lost, destroyed or damaged while in your mover's custody, your mover will either 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you the cost of such repairs, or 2) replace the article with an article of like kind and quality, or pay you for the cost of such replacement. An additional charge applies for the option.

To select Option 1, you must write, on the line below, either a lump sum dollar amount for the value of your shipment that may not be less than \$2000, or an amount per pound that may not be less than \$4.00 () per pound, whichever is greater.

The value of my shipment is: _____

You must also select one of the following deductible amounts that will apply for your shipment.

No Deductible () Initial \$250 Deductible () Initial

\$500 Deductible () Initial

OPTION 2: Released Value of 60 Cents Per Pound Per Article: If any article is lost, destroyed or damaged while in your mover's custody, your mover's liability is limited to the actual weight of the lost, destroyed or damaged article multiplied by 60 cents per pound per article. This is the basic liability level and is provided if no charge is considerably less than the average value of household goods.

To select Option 2, you must write on the line below,

The value of my shipment is: 60 cents per pound

Your signature is required here: I acknowledge that I have 1) declared a value for my shipment and selected a deductible amount, if appropriate, and 2) received and read a copy of the "Your Rights and Responsibilities When You Move" brochure explaining these provisions.

Customer's Signature _____ Date _____

PAYMENT

The estimated charges must be paid in full prior to delivery by either of the following forms of payment (1) cash, or (2) Visa, MasterCard, Discover, American Express. Arrangements to use a credit card must be made prior to the move date and the cardholder must be present for authorization.

WE DO NOT ACCEPT CHECKS

PLEASE READ CAREFULLY:

THIS BILL OF LADING/CONTRACT FOR SERVICES IS REQUIRED BY STATE STATUTE AND COUNTY ORDINANCE, WHERE APPLICABLE AND MUST INCLUDE THE TERMS AND COSTS ASSOCIATED WITH YOUR MOVE, IN ORDER FOR THE BILL OF LADING/CONTRACT FOR SERVICE TO BE ACCURATE, YOU MUST DISCLOSE ALL INFORMATION RELEVANT TO THE MOVER, A MOVER IS REQUIRED TO RELINQUISH POSSESSION OF YOUR GOODS AND COMPLETE YOUR MOVE UPON PAYMENT OF THE CHARGES INCLUDED IN THE SOUTH CAROLINA ESTIMATED COSTS OF SERVICES AND ANY ADDENDUM THERETO.

ACCEPTED FOR COMPANY: By _____

CUSTOMER: Please read the front and reverse side for terms and conditions covering this Bill of Lading/Contract for Services.

Signature, owner of Authorized Agent: _____ DATE _____

AT ORIGIN: Signature, owner of Authorized Agent: _____ DATE _____

Driver's Signature _____ DATE _____

AT DELIVERY: Signature, owner of Authorized Agent: _____ DATE _____

See reverse side section 6 for claims filing information.

Order Exhibit 1

Docket No. 2020-139-T

Order No. 2020-494

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ADDENDUM B

NOTICE

LIMITATION OF LIABILITY ON PRESSBOARD, PARTICLE BOARD AND/OR ENGINEERED WOOD FURNITURE

Furniture manufactured from pressboard, particleboard, and/or engineered wood is designed to be moved from the manufacturer to the retailer and then to the end user unassembled. It is not constructed to withstand the normal stress of a move as an assemble unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips and dents are not repairable. Surface Impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

- Option 1- I/we choose to disassemble all pressboard, particleboard, and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the pressboard, particleboard, and/or engineered wood furniture, which may occur during the disassembly of the furniture.
- Option 2- I/we have engaged the services of another individual or company to disassemble all pressboard, particleboard, and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage, which may occur to the pressboard, particleboard, and/or engineered wood furniture during the disassembly of the unit(s).
- Option 3- I/we am/are tendering furniture constructed of pressboard, particleboard, and/or engineered wood furniture fully assembled as part of our move. I/ we understand that any claims for damages to the pressboard, particleboard, and/or engineered wood furniture maybe denied due to inherent vice, based upon the fact that fully assembled pressboard, z particleboard, and/or engineered wood furniture is inherently susceptible to damage as outlined above.

ADDENDUM C



Shipper, customer, or consignee

***** Customer Please Read Carefully, This for your Protection! *****

1. **Items Left:** FCF Moving & Storage, dba Good Greek M&S cannot be held responsible for items left at residence after loading.

It is the customer's responsibility to make sure the nothing is left behind. Please be sure to go room by room with your driver to make sure everything is out prior to truck leaving job.

Initial: _____

2. **Packed by Owner or "PBO":** Damages incurred to "PBO" items cannot be compensated for the event of a claim as we did not pack these items & are unaware of their existing condition. **Initial:** _____

3. **Valuables:** Never pack money (including coins), jewelry, Important papers, medicine, or other irreplaceable family heirlooms on the moving truck. Please carry these items with you to protect their value.

Initial: _____

4. **Appliances/Electronics:** All My Sons Moving & Storage cannot disconnect or reconnect any gas, plumbing or electrical items. Our men are not qualified nor allowed procedural to do this. All sensitive electronics and TVs (Plasma, LCD, LED) will need to go into their original boxes or crate will need to be built for their protection. We can provide this for you at an additional charge.

Initial: _____

5. **Firearms/Chemicals:** We are PROHIBITED BY LAW from transporting firearms, ammunition, gun powder, primer, paints, fuel, or chemicals of any kind. All these items the customer is responsible for moving.

Initial: _____

6. **Walls, Banisters, floors, ceiling, etc:** While attempting to move any furniture or other items into or out of any area of the home or property, the customer hereby accepts all responsibility for any piece, and any damage which may occur.

Initial: _____

7. **Payment:** FCF Moving & Storage dba Good Greek M&S collects payment on delivery. FCF does not do any post billing. We accept Cash and Major Credit and Debit Cards:

Initial: _____

8. **Valuation:** The customer is required to declare in writing the releases value of the property. The agreed or declared value of the property is hereby specifically stated by the customer and confirmed by their initials hereon to be not exceeding **60 cents per pound per article** unless specifically accepted. The customer hereby declares valuations in excess of the above limits on the following articles:

9. **NO ADDITIONAL VALUATION PURCHASED.** **Initial:** _____

MOVING & STORAGE

3303 N Industrial Drive
Simpsonville SC 29681

864.641.1444



BILL OF LADING CONTRACT FOR SERVICES

Local | Long Distance | Commercial | Residential

GOOD GREEK MOVING & STORAGE is Registered with the state of South Carolina as a Mover.

ORIGIN

NAME Frank Fatigati
ADDRESS _____
CITY, ST, ZIP Simpsonville SC 29681
PHONE _____

DESTINATION

NAME Frank Fatigati
ADDRESS _____
CITY, ST, ZIP Simpsonville SC 29681
PHONE _____

CID # 81332

PACKING DATE
6/1/2020

PICKUP DATE(S)
6/1/2020

DELIVERY DATE

ESTIMATE DATE
6/6/2020

VAN NO./DRIVER

EXTRA STOP

ADDRESS None

CITY, ST, ZIP _____

ATTENTION _____

TIME BASIS AND SERVICES

MOVING RATE: 1 VANS 2 MEN@ \$ 120 PER HOUR

TIME RECORD (WORKING TIME)

TOTAL WORKING HOURS

START _____ AM _____ PM _____ SHIPPER'S INITIALS

FINISH _____ AM _____ PM _____ SHIPPER'S INITIALS

TIME OFF _____

MOVING _____ HOURS@ \$ 120 PER HOUR

OVERTIME _____ HOURS@ \$ 180 PER HOUR

TRAVEL TIME _____ HOURS@ \$ 120 PER HOUR

TIME BASIS AND SERVICES

	RATE	CHARGES
TRANSPORTATION EST. WEIGHT		
STORAGE FROM: _____ TO: _____		
STORAGE RATE		
HANDLING INTO WAREHOUSE		
HANDLING OUT OF WAREHOUSE		
DIRECT SERVICE (Guaranteed Delivery Date)		
FLEXIBLE SERVICE (Flexible Delivery Date)		
EXTRA PICK UP OR DELIVERY		
HOURLY RATE	\$120	
FUEL	%	
PACKING/PACKING MATERIAL		
OTHER		
DEPOSIT		

TOTAL ESTIMATED COST OF SERVICE: \$

BALANCE DUE \$0

CUSTOMER'S DECLARATION OF VALUE

THIS IS A TARIFF LEVEL OF CARRIER LIABILITY - IT IS NOT INSURANCE

You must select, in your own handwriting, one of the following two options for your shipment. The option you select establishes your mover's maximum liability for your goods, subject to the rules contained in your mover's tariff.

OPTION 1: FULL (REPLACEMENT) VALUE PROTECTION: If any article is lost, destroyed or damaged while in your mover's custody, your mover will either 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you the cost of such repairs, or 2) replace the article with an article of like kind and quality, or pay you for the cost of such replacement. An additional charge applies for the option.

To select Option 1, you must write, on the line below, either a lump sum dollar amount for the value of your shipment that may not be less than \$5000, or an amount per pound that may not be less than \$4.00 () per pound, whichever is greater.

The value of my shipment is:

You must also select one of the following deductible amounts that will apply for your shipment.

No Deductible () Initial \$250 Deductible () Initial

\$500 Deductible () Initial

OPTION 2: Released Value of 60 Cents Per Pound Per Article: If any article is lost, destroyed or damaged while in your mover's custody, your mover's liability is limited to the actual weight of the lost, destroyed or damaged article multiplied by 60 cents per pound per article. This is the basic liability level and is provided at no charge. It is considerably less than the average value of household goods.

To select Option 2, you must write on the line below,

The value of my shipment is: 60 cents per pound

Your signature is required here: I acknowledge that I have 1) declared a value for my shipment and selected a deductible amount, if appropriate, and 2) received and read a copy of the "Your Rights and Responsibilities When You Move" brochure explaining these provisions.

Customer's Signature _____ Date _____

PAYMENT

The estimated charges must be paid in full prior to delivery by either of the following forms of payment (1) cash, or (2) Visa, MasterCard, Discover, American Express. Arrangements to use a credit card must be made prior to the move date and the cardholder must be present for authorization.

WE DO NOT ACCEPT CHECKS

PLEASE READ CAREFULLY:

THIS BILL OF LADING/CONTRACT FOR SERVICES IS REQUIRED BY STATE STATUTE AND COUNTY ORDINANCE, WHERE APPLICABLE AND MUST INCLUDE THE TERMS AND COSTS ASSOCIATED WITH YOUR MOVE, IN ORDER FOR THE BILL OF LADING/CONTRACT FOR SERVICE TO BE ACCURATE, YOU MUST DISCLOSE ALL INFORMATION RELEVANT TO THE MOVE, A MOVER IS REQUIRED TO RELINQUISH POSSESSION OF YOUR GOODS AND COMPLETE YOUR MOVE UPON PAYMENT OF THE CHARGES INCLUDED IN THE SOUTH CAROLINA ESTIMATED COSTS OF SERVICES AND ANY ADDENDUM THERETO.

ACCEPTED FOR COMPANY: By _____

CUSTOMER: Please read the front and reverse side for terms and conditions covering this Bill of Lading/Contract for Services.

Signature, owner of Authorized Agent: _____ DATE _____

AT ORIGIN: Signature, owner of Authorized Agent: _____ DATE _____

Driver's Signature _____ DATE _____

AT DELIVERY: Signature, owner of Authorized Agent: _____ DATE _____

See reverse side section 6 for claims filing information.

Terms and Conditions

Terms and Conditions Governing Law and Jurisdiction, This Agreement shall be governed by and construed in accordance with the laws with the State of South Carolina. Jurisdiction and venue for any legal proceedings arising out of this Agreement shall exclusively lie in the state and federal courts situated in Greenville County, South Carolina.

SECTION 1 Liability of the Company: The Company shall not be charged with knowledge or the contents of the containers or the condition thereof. The Company shall be immediately notified of all claims for concealed and/or external damage if original package. The Company's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind and quality not exceeding the actual cash value of property at time and place of loss with due allowance for the depreciation or deterioration howsoever caused but in no event to exceed the release value set forth on the face hereof. The carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement whichever is less of the lost or damaged pieces only, and shall not extend to repair replacement or recovering the entire set, but in no event to exceed the released or declared value as indicated. The Company shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper or the authorized agent of either. When the Company is directed to un-load or to deliver (or render any services) at a place or places at which the Customer or its agent is not present; the property shall be at risk of the Customer after un-loading or delivery. Where the Company is directed to load property from (or render any services at) a place or places at which the Customer or its agent is not present, the property shall be at risk of the Customer before loading. The Company will not be liable for loss or damage caused by ordinary wear and tear, leakage, mold, mildew, termites, rodents, vermin, other atmospheric conditions, natural deterioration, inherent vice or defect of the property, or damage to particle board, or for loss damage or delay contributed to or caused by the act or omissions of the Customer or by acts of war, terrorism, insurrection, nuclear fusion, strikes, labor disturbances, fire, riots, or by any acts of God, or any cause beyond the Company's control. The Company is not responsible for the mechanical or electrical malfunction of or any article such as, but not limited to, computer equipment, piano, radio, television set, VCR, DVD player, barometer, refrigerator, phonograph, clock, air conditioner or other instrument or appliance whether or not such articles are packed or unpacked by the Company.

(a) Should the Customer not declare a specified value and not pay the additional valuation charge thereon then the Customer hereby agrees to the Company's limited responsibility as specified above in section 1 (a) and as further set forth below in this subdivision (b). Where the shipment has been released to the Company at a value not exceeding \$.60 per pound per article as per declaration of value on the face hereof it is agreed that said property be moved, packed, shipped, forwarded, or otherwise handled with the Company's liability specifically limited to \$.60 per pound per article. All of the said services specified herein in excess of the Company's liability are assumed totally by the Customer and said services over and above the Company's liabilities are solely Customer's responsibility with respect to any damage loss or delay for any reason whatsoever. (c) Where the shipment has been released to the Company at a value in excess of \$.60 per pound per article as per declaration of value on the face hereof and in consideration of the additional charge for such valuation scheduled thereon it is agreed that the Company will be responsible for all loss and damage to Customer's property, except as otherwise provided in

(b) Subject to the limitation above. In the event of loss or damage for which the Company has assumed liability as herein provided, the Company will pay Customer for actual cash value of the property at the time of loss or damage or the costs to repair the property or to replace it with material of the like kind or quantity whichever is less and provided however that in no event shall the Company's liability for all loss and damage to Customer's property exceed in total the value specified by the Customer in writing on the declaration of value on the face hereof.

SECTION 2 Terms of Payment: The payments for services and other charges are due and payable before the Mover relinquishes possession of your household goods. Any charges not paid when due shall be subject to interest at the maximum rate allowable by laws of the State of South Carolina. It is agreed between the Company and the Customer that a deposit for services to be rendered specified on the front portion of this contract will be treated as liquidated damages and retained by the Company in the event Customer cancels or breaches this Contract for any reason whatsoever.

SECTION 3 Ownership of Goods: The Customer has represented and warranted to the Company that he/she has lawful possession of, and legal right, interest, and authority to tender all of the property herein described, and that there are and will be no liens, mortgages, or encumbrances on said property superior or adverse to the legal right, interest and authority of the Customer to contract for services herein. If there be any claims or litigation concerning the Customer's representations and warranties herein, including claims of ownership and/or possession made by any third party with regard to the property described herein, the Customer agrees to pay all storage and other charges, and further agrees to indemnify the Company for all costs, expenses, and attorney's fees which the Company may reasonably incur or become liable to pay in connection therewith. The Company shall have a lien on said property for all charges and for such costs and expenses. The lien specified herein shall also cover legal expenses incurred in bringing or defending an interpleader action to determine the Ownership and/or right of possession property specified in this Contract. The Company may, at its option, bring suit for reimbursement pursuant to the foregoing provisions without further foreclosing on its lien.

SECTION 4 Company's Lien:

(a) It is agreed that the Company shall have a lien against any and all property lawfully withheld and not delivered to the Customer, and that said lien shall extend to the proceeds from the sale thereof for all charges noted herein, in the South Carolina Estimated Costs of Services and any Addendum thereto, including labor, and any and all other charges or expenses in relation to said property, as well as any and all other cost incurred to enforce the Company's lien, such as those costs for notice, advertisement of sale, and the actual costs of sale, together with any costs, expenses and attorney's fees that may be incurred as a result of a sale, and/or the enforcement of the Company's lien.

(b) All goods upon which the Company has a lien, are subject to sale at public auction to satisfy any and all unpaid charges including interest herein above provided which charges are not paid when due plus the expenses for preservation of the goods reasonable incurred in their sale after notice to the Customer and publication of the time and place of sale, as well as any legal expenses including reasonable attorney's fees, which may be necessitated by said sale.

(c) The lien upon any and all property tendered with the Company shall also include unpaid charges and expenses pertaining to property tendered with the Company shall also include unpaid charges and expenses pertaining to property previously tendered with the Company regardless of whether said property has been delivered by the Company.

(d) The parties agree that in any sale conducted to satisfy the Company then all property which is subject to the lien shall be sold. Proceeds for sale in excess of charges secured by the lien plus the cost of preserving the goods and conducting the sale shall be remitted to the Customer.

(e) The Company may at its option bring suit for reimbursement pursuant to the foregoing provisions without first foreclosing upon this lien.

(f) The Company shall have a further lien and may reserve other security interest in property which has been or will be tendered to it to secure repayment of moneys and interest thereon advanced to a Customer or on Customer's accounts.

(g) The Company shall be presumed to have acted in good faith and in a reasonable and commercially acceptable manner when or if it seeks to enforce its lien pursuant to the appropriate provisions of the Uniform Commercial Code as adopted in South Carolina and/or relevant Statutes.

SECTION 5. Services to Tendered Goods: Should the Company however in its sole discretion determine that moth treating, fumigation or otherwise treating or handling all or any portion of the goods stored hereunder is necessary for the protection of the goods it may render such additional services and add its charges therefore to the amount payable by the Customer hereunder.

SECTION 6. Claims: Customers have a period of up to 30 days after delivery of household goods to notify the Customer in writing of any claim, loss or damage. If a claim cannot be resolved in the next 30 days, the Company is required to provide a written explanation to the Customer of the status and reason for the delay. All claims must be resolved within 90 days.